

UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

ALCON LABORATORIES, INC,)	
A Delaware Corporation,)	
)	
Plaintiff,)	
vs.)	Case No. CIV-22-930-JD
)	
SURGERY CENTER OF ALTUS, LLC,)	
)	
Defendant.)	

COMPLAINT
I. JURISDICTIONAL ALLEGATIONS

COMES NOW the plaintiff, and for its cause of action against the defendant, alleges and states:

1. Plaintiff is a corporation organized and existing under the laws of the State of Delaware with its principal place of business located in the State of Texas. Defendant, Surgery Center of Altus, Inc., is a limited liability company domesticated in the State of Oklahoma. The amount involved herein exceeds the sum of \$75,000.00 exclusive of costs, penalties or interest and this Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332.

II. CAUSE OF ACTION - BREACH OF CONTRACT

COMES NOW the plaintiff and for its cause of action against the defendant, alleges and states:

2. Plaintiff realleges and restates the allegations in paragraph 1 of plaintiff's Complaint.

3. On or about October 17, 2017, plaintiff and defendant entered into an Equipment Financing Agreement, ("Agreement") whereby defendant agreed to purchase from plaintiff equipment described as: Centurion Vision System, Luxor LX3 Enhanced (175 and 200MM Lens Included), ORA w/Verifeye Plus, as well as certain accessories (collectively "the Equipment") and

all more particularly identified in the Agreement.

4. A true and correct copy of the Agreement is attached hereto as Exhibit 1.
5. The Equipment was sold and delivered to the Defendant.
6. On or about February 15, 2018, defendant entered into an Assignment and Assumption of Installment Agreement (“Assignment”) with Mangum Reg Med Ctr.
7. A true and correct copy of the Assignment is attached hereto as Exhibit 2.
8. Plaintiff agreed to the assignment and assumption of the Agreement.
9. The terms of the Assignment provide that defendant shall continue to be legally bound to plaintiff on the Equipment Financing Agreement.
10. Plaintiff submitted an invoice to Mangum Reg Med Ctr which invoice remains unpaid.
11. A true and correct copy of the Invoice is attached hereto as Exhibit 3.
12. Defendant has failed to pay plaintiff the amount due shown on the attached Invoice.
13. Defendant is indebted to plaintiff in the sum of \$100,000.00 with interest thereon at the rate of 18% per annum from December 10, 2021, until paid.

WHEREFORE, plaintiff prays judgment against the defendant, Surgery Center of Altus, LLC, for the sum of \$100,000.00 with interest thereon at the rate of 18% per annum from December 10, 2021, until paid, for costs of this action including a reasonable attorney's fee, and all other relief the Court deems just and proper.

REYNOLDS, RIDINGS, VOGT & McCART, P.L.L.C.

By: s/James Vogt

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